

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

RICHARDSON
CONSULTING GROUP, INC.
805 A SAN MARIN DR., SUITE 110
NOVATO, CA 94945
(415) 898-7200

96-065729

Rec Fee 19.00
Check 19.00

Recorded
Official Records
County of
MARIN
JOAN C THAYER
Recorder
8:01am 12-Dec-96

XX 5

THIS SPACE FOR RECORDER'S USE ONLY

TITLE: LIMITED POWER OF ATTORNEY

STATE MS. - DESOTO CO.
FILED

MAR 3 3 39 PM '97

BK 74 PG 18
W.E. DAVIS CH. CLK.

THIS IS CERTIFIED TO BE A TRUE COPY OF THE RECORDS
OF THE MARIN COUNTY RECORDER

BY Georgia A. Medina DEPUTY
DATE ISSUED FEB 05 1997 CITY CALIF.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

PREPARED BY: BERKELEY FEDERAL B&T
1665 PALM BEACH LAKES BLVD.
W. PALM BEACH, FL 33401
561-681-8424

LIMITED POWER OF ATTORNEY

THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (hereinafter called "HUD") hereby appoints Berkeley Federal Bank & Trust FSB, severally, as its true and lawful attorneys-in-fact to act in the name, place and stead of HUD for the purposes set forth below. This limited power of attorney is given pursuant to a certain Loan Sale Agreement by and between HUD and Berkeley Federal Bank & Trust FSB dated the 4th day of September, 1996 to which reference is made for the definition of all capitalized terms herein. The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows:

1. To execute, acknowledge, seal and deliver the Deed of Trust/Mortgage Note Endorsements, on behalf of HUD, with respect to the Mortgage Notes for all of the Mortgage Loans, provided that the form of each such Endorsement shall be substantially as set forth in Exhibit "E" to the Loan Sale Agreement, appropriately completed;
2. To execute, acknowledge, seal and deliver, on behalf of HUD, the Assignments and Lost Note Affidavits with respect to any Mortgage Notes which have been lost or are otherwise unavailable, as provided for in the Loan Sale Agreement, provided that such Assignments and Lost Note Affidavits shall be substantially in the form of Exhibit "A" to the Loan Sale Agreement, appropriately completed;
3. To execute, acknowledge, seal and deliver the Assignment of Mortgage and Other Collateral Loan Documents with respect to all of the Mortgage Loans, provided that the form of such Assignment shall be substantially in the form of Exhibit "B" to the Loan Sale Agreement, modified in accordance with applicable law and appropriately completed.
4. To execute and mail to the Taxing Authorities, the Taxing Authority Notifications, in the form of Exhibit "G" to the Loan Sale Agreement, appropriately completed.

This instrument is to be construed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of HUD not specifically described herein.

The rights, powers, and authority of the attorneys-in-fact granted in this instrument shall commence and be in full force and effect on the date hereof and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Washington, D.C. time, on July 6, 1997.

Dated: OCT - 4 1996

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

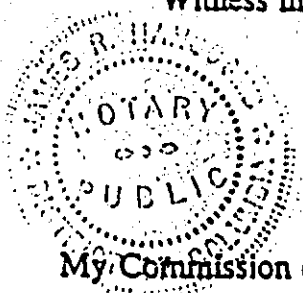
William C. Ingletton
(Authorized Agent)

Acknowledgment

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BEFORE ME, James R. Hanscomb, a Notary Public in and for the jurisdiction aforesaid, on this 4th day of OCT, 1996, personally appeared William C. Ingletton who is personally well known to me (or sufficiently proven) to be an authorized agent of the Secretary of the Department of Housing and Urban Development and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as an authorized agent of the Secretary of the Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this 4th day of OCT, 1996.



My Commission expires:

James R. Hanscomb
Notary Public
JAMES R. HANSCOMB
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires January 1, 2001



EXHIBIT "C"

LIMITED POWER OF ATTORNEY

THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (hereinafter called "HUD") hereby appoints BERKELEY FEDERAL BANK & TRUST FSB, severally, as its true and lawful attorneys-in-fact to act in the name, place and stead of HUD for the purposes set forth below. This limited power of attorney is given pursuant to a certain Loan Sale Agreement by and between HUD and BERKELEY FEDERAL BANK & TRUST FSB dated the 4th day of SEPTEMBER, 1996 to which reference is made for the definition of all capitalized terms herein. The said attorneys-in-fact, and each of them, are hereby authorized, and empowered, as follows:

1. To execute, acknowledge, seal and deliver the Deed of Trust/Mortgage Note Endorsements, on behalf of HUD, with respect to the Mortgage Notes for all of the Mortgage Loans, provided that the form of each such Endorsement shall be substantially as set forth in Exhibit "E" to the Loan Sale Agreement, appropriately completed;
2. To execute, acknowledge, seal and deliver, on behalf of HUD, the Assignments and Lost Note Affidavits with respect to any Mortgage Notes which have been lost or are otherwise unavailable, as provided for in the Loan Sale Agreement, provided that such Assignments and Lost Note Affidavits shall be substantially in the form of Exhibit "A" to the Loan Sale Agreement, appropriately completed;
3. To execute, acknowledge, seal and deliver the Assignment of Mortgage and Other Collateral Loan Documents with respect to all of the Mortgage Loans, provided that the form of such Assignment shall be substantially in the form of Exhibit "B" to the Loan Sale Agreement, modified in accordance with applicable law and appropriately completed;
4. To execute and mail to the Taxing Authorities, the Taxing Authority Notifications, in the form of Exhibit "G" to the Loan Sale Agreement, appropriately completed.

This instrument is to be constructed and interpreted as a limited power of attorney and does not empower or authorize the said attorneys-in-fact to do any act or execute any document on behalf of HUD not specifically described herein.

The rights, powers, and authority of the attorneys-in-fact granted in this instrument shall commence and be in full force and effect on the date hereof and such rights, powers and authority shall remain in full force and effect until 11:59 p.m., Washington, D.C. time, on July 6, 1997.

I Certify this to be a True and Correct copy of the Original form.
by: The Richardson Consulting Group, Inc.

C-1

Norma Morris
Norma Morris

Dated: _____

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT_____
(Authorized Agent)

Acknowledgement

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BEFORE ME, _____, a Notary Public in and for the jurisdiction aforesaid, on this ____ day of _____, 1996, personally appeared _____ who is personally well known to me (or sufficiently proven) to be an authorized agent of the Secretary of the Department of Housing and Urban Development and the person who executed the foregoing instrument by virtue of the authority vested in him/her and he/she did acknowledge the signing of the foregoing instrument to be his/her free and voluntary act and deed as an authorized agent of the Secretary of the Department of Housing and Urban Development, for and on the behalf of the Secretary of Housing and Urban Development for the uses, purposes and consideration therein set forth.

Witness my hand and official seal this ____ day of _____, 1996.

I certify this to be a true and
correct copy of the original
form.

By: The Richardson Consulting Group, Inc.

Norma Morris
Norma Morris
My Commission Expires:

Notary Public